

02-13-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102670142

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PERFICIENT, INC.

- Individual(s)
General Partnership
Corporation-State
Other
Association
Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: 12/5/03

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: Mail Sort HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State DELAWARE
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,324,662

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Mail Sort HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

January 15, 2004
Date

Total number of pages including cover sheet, attachments, and document: 6

02/12/2004 ECDOPER 00000079 2324662

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002912 FRAME: 0798

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and PERFICIENT, INC., ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

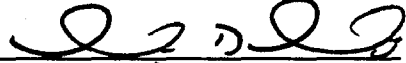
This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

GRANTOR:

BANK

PERFICIENT, INC.

SILICON VALLEY BANK

By: 
Name: MARK D. MAULDIN
Its: Chief Financial Officer

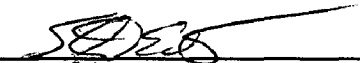
By: 
Name: Stuart Edwards
Its: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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None

3473107v4

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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None

EXHIBIT C

Trademarks

Description

Registration/Application
Number

Registration/Application
Date

P PERFICIENT

2,324,662
75-721,957

2/29/2000
6/4/1999

3473107v4

RECORDED: 02/09/2004

**TRADEMARK
REEL: 002912 FRAME: 0802**